REMARKS

Introduction

Claims 1-20 were pending in this application and considered in the Office Action. Claims 1, 3, 5 and 9-11 have been amended above. Claims 7, 12 and 17-20 are cancelled, without prejudice. It is believed that the claim amendments are fully supported by the specification as filed. No new matter has been introduced.

Claim Rejection – 35 U.S.C. § 112

Claims 3, 5 and 7 stand rejected under 35 U.S.C. § 112, second paragraph, as being indefinite on several grounds.

The phrase "said opened account" in paragraph (h) in claim 3 was objected to as having insufficient antecedent basis. Applicants respectfully disagree. Paragraph (g) of claim 3 has been amended to refer to a request to *"open a new account of said customer."* The last paragraph now refers to "the opened new account," which should find adequate antecedence in the revised language of paragraph (g).

The phrase "said distribution pay-in" in paragraph (j) in claim 5 was objected to as lacking antecedent basis. The word "said" has been changed to "a", to eliminate the need for earlier antecedence.

Claim 5 was also rejected because paragraphs (i), (j) and (k) in the claim contain "if-then statements" and that it allegedly is indefinite as to "what step should be followed if pay-in money amount exceeds said shortage." Applicants respectfully disagree. Paragraph "i" of claim 5 recites, *inter alia,* "if it is decided that said pay-in money amount <u>does not exceed said shortage.</u>" Further, Paragraph "j" of claim 5 recites, *inter alia,* "if it is decided that said pay-in money amount <u>exceeds said shortage.</u>" It is clear from claim 5 that paragraph "i" refers to the situation

where the pay-in money amount does not exceed the shortage, and paragraph "j" refers to the opposite situation, i.e. when the pay-in money amount exceeds the shortage. These complimentary statements should provide reasonable clarity for the applicable logic. Applicants respectfully request withdrawal of this rejection.

The indefiniteness rejection of claim 7 should be moot in view of the cancellation of that claim.

Patentability

Applicants respectfully submit that claims remaining claims 1-6, 8-11 and 13-16 patentably distinguish over the art applied to reject claims in the March 19, 2008 Office Action. Original claims 1-20 were rejected under 35 U.S.C. § 103(a) as unpatentable over U.S. Patent Publication No. 2002/0063153 to Stack et al. (hereinafter Stack) in view of U.S. Patent Publication No. 2003/0023549 to Armes et al. (hereinafter Armes). This rejection is traversed.

The present application discloses techniques for distributing money of a customer deposited into one financial institution amongst the customer's accounts maintained in a plurality of financial institutions for optimal distribution of pay-in money, for example, to keep the balance in each deposit account below an amount that is secure against failure of the respective institution (see e.g.: page 1, lines 2-7; and page 4, lines 6-14). As disclosed, a distribution money amount is determined in such a manner that a pay-in money amount to be distributed or deposited to an account in each of the financial institutions does not exceed a predetermined upper limit deposit amount (see application Fig. 3 and the detailed description thereof). As a result, deposit money of the customer is not concentrated to a particular financial institution, so that risk of failure of the institution and attendant loss of deposited funds is suppressed and that the customer may not lose a large amount of his/her money if the particular financial institution

crashes (see description at lines 8-24 on Page 6 of the specification). In other words, the customer may conduct pay-in deposit of money using an account of one of the financial institutions as a window if you will into or across the number of accounts in the various financial institutions where the customer has an account. Merely by doing so, the customer can distribute pay-in money to a plurality of financial institutions automatically, yet avoid the amount of money deposited in an account (obtained by adding pay-in money to the balance) exceeding a predetermined money amount used as an upper-limit deposit amount for each of the accounts (typically the maximum amount of deposits specified for insurance or security purposes). Each of the remaining independent claims now clearly recites one or more aspects of this pay-in distribution technique in manner that clearly distinguishes over the proposed combination of Stack and Armes.

The method of claim 1 includes a step (e) of judging whether a post-pay-in outstanding amount, obtained by adding a money amount based on the amount of pay-in money to the outstanding amount of the identified account exceeds an "upper limit **deposit** amount or not." If so, the step further involves determining a distribution pay-in money amount to be distributed to the identified account, where this amount is determined so as not to exceed the upper limit deposit amount. Ultimately, the account is instructed so as to pay the determined amount. The apparatus of claim 9 includes a distribution process portion that performs a function similar to the step (e) of claim 1. It is respectfully submitted that neither Stack nor Armes teaches the relevant step or function, therefore the combination of Stack and Armes do not meet the relevant recitations in either claim 1 or claim 9.

In contrast to claims 1 and 9, Stack provides a method and system for managing a transaction card account that enables a dual function transaction card with the flexibility of

revolving credit and pay-in-full transaction card functions (see [0004]). In Stack, it appears that there is description about a method for calculating an outstanding money amount (accumulated charges to be paid) and a limited pay-out money amount for each revolving repayment, in a case where a card-member has to pay a pay-in-full money amount exceeding the limited money amount. However, Stack fails to disclose or suggest any relevant features regarding an optimal distribution of customer's pay-in money for accounts of a plurality of financial institutions. For example, Stack uses the term "account" in the ABSTRACT, but there, the term "account" seems to imply calculation or counting of charges for which the customer must pay in full or on a revolving basis, not a bank account on which there is a "an "upper limit **deposit** amount." As a result, it is not seen where or how Stack suggests judging whether a post-pay-in amount, obtained by adding a money amount based on the amount of pay-in money to the amount of the identified account exceeds the upper limit deposit amount or the attendant determination and payment instruction of a distribution amount in the event that the post pay-in amount (result of the addition) would have otherwise exceeded the upper limit deposit amount, as required by claims 1 and 9.

Armes does not make up for the above-noted deficiencies of Stack. Armes discloses "a consolidated account" which totally manages money utilizing a plurality of settlement means. However, Armes fails to disclose how to distribute money amongst accounts. Namely, in Armes, all the money is deposited on the consolidated account.

As disclosed in the present application, money is deposited to each of the accounts. Thus, it is necessary to determine the manner of distributing the money. For this purpose, in the inventions of claims 1 and 9, an upper limit deposit amount is set for each of the accounts. Thus, pay-in money to be distributed to the financial institutions is determined based on relationship of

the resulting amount (obtained by adding a money amount based on the amount of the pay-in money to the outstanding amount of the identified account) and whether or not that resulting amount exceeds the upper limit deposit amount. The rejection cites Armes for an alleged teaching to request for confirmation of an amount owed to a merchant. Adding such a confirmation request to the charge account processing of Stack would still not result in a method or system that determines a distribution pay-in money amount to be distributed to the identified account so as not to exceed an upper limit deposit amount, in the event that the post pay-in amount would otherwise have exceeded an upper limit deposit amount, as claimed.

Applicants therefore submit that even if Stack is combined with Armes the resulting combination would not lead to a method or system of managing a customer's money in accounts in a plurality of financial institutions in the manner claimed. Hence, claims 1 and 9 as well as the claims that depend therefrom should be patentable over Stack and Armes.

Independent claims 11 and 16 distinguish over Stack and Armes in a somewhat different fashion. Each of claims 11 and 16 have been revised to incorporate limitations similar to former dependent claim 12. Consider claim 11 as an example. Claim 11 recites in relevant part:

> (f) storing in a storage device information about a predetermined money amount as an upper-limit deposit amount for each of the accounts; and

> (g) deciding whether a post-pay-in outstanding amount obtained by adding said pay-in money amount to an outstanding amount of said account of said customer exceeds said upper-limit deposit amount,

> wherein if it is decided that said post-pay-in outstanding amount exceeds said upper-limit deposit amount, said step (c) transmits to said money management system said information about said pay-in or information containing a money amount obtained by subtracting said predetermined amount from said post-pay-in outstanding amount in place of said pay-in amount, as said information about said pay-in.

System claim 16 recites a storage device and a distribution processing portion that perform respective functions similar to steps (f) and (g) of claim 11. Like claim 11, claim 16

recites transmission of the relevant information to the money management system when the post-pay-in amount exceeds the upper-limit deposit amount.

It is respectfully submitted that the charge card account processing allegedly suggested by the combination of Stack and Armes would not meet these requirements of amended claims 11 and 16. It is respectfully submitted that Stack does not suggest processing in relation to any upper-limit deposit amount, and the addition of a confirmation communication about an amount owed (allegedly suggested by Armes) would still not result in the recited processing with regard to the upper-limit deposit amount.

Applicants therefore submit that even if Stack is combined with Armes the resulting combination would not lead to a method or system of managing a customer's money in accounts in a plurality of financial institutions in the manner recited in respective claims 11 and 16. Hence, claims 11 and 16 as well as the claims that depend from claim 11 should be patentable over Stack and Armes.

Conclusion

Having fully responded to all matters raised in the Office Action, Applicants submit that all claims are in condition for allowance, an indication for which is respectfully solicited. If there are any outstanding issues that might be resolved by an interview or an Examiner's amendment, the Examiner is requested to call Applicants' attorney at the telephone number shown below.

To the extent necessary, a petition for an extension of time under 37 C.F.R. 1.136 is hereby made. Please charge any shortage in fees due in connection with the filing of this paper, including extension of time fees, to Deposit Account 500417 and please credit any excess fees to such deposit account.

Respectfully submitted,

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